

RFP Questions

1. Section C-RFP Evaluation Process

Paragraph 2 (Criteria Weight)

Page 12

Technical capacity and previous experience with projects involving all aspects of flood modeling such as hydraulic and hydrology, coastal flood hazard analysis mapping and FEMA DFIRM map production, and dam and levee engineering services. Experience submitting flood data to FEMA within the past 5 years resulting in preliminary and final FIRM products and Risk MAP non-regulatory products. 30%

Are successful firms required to demonstrate technical capacity and previous experience with all 12 scope elements? Will the State award contracts to firms that score high in only one of the scope elements (e.g., if a firm specialized in dam and levee engineering services , but not the other 11 scope elements will the State award a contract to that firm for only the dam and levee engineering services)?

DNREC Response – There is no absolute requirement that a firm demonstrate technical capacity and previous experience in all 12 scope elements. We anticipate interviewing multiple firms and ultimately offering professional service contracts and issuing task orders to multiple firms. This RFP process offers sufficient flexibility to select firms with demonstrated capacity, and experience in certain items in the scope of work or in all of them.

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2. Section II-Scope of Services

Paragraph 1 (Bullet #2)

Page 2

#2-LiDAR and other topographic data review and processing

Does task two also include the collection of LiDAR and other topographic data or will the contractor only be required to review and process the data?

DNREC Response – We do not currently have plans for large scale LiDAR or topographic data collection under this contract, but might consider the collection of localized topographic data to qualify under the Field Survey Work scope item.

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3. Section IV-Professional Services RFP Administrative Information

Paragraph 5 (Bullet #5)

Page 4

#5-The State of Delaware may retain consultants or legal counsel to assist in the review and evaluation of this RFP and the vendors responds. Respondents shall not contact the State's consultant or legal counsel on any mater related to the RFP

To ensure we do not accidentally contact the State's consultant or legal counsel can you tell us who is the State's consultant or legal counsel?

DNREC Response – we do not have a consultant assisting us with this RFP, and legal counsel can be interpreted to mean the Delaware Attorney General's Office.

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4. Section B-RFP Submissions

Paragraph 2 (Bullet #10)

Page 7

#10 Realistic Proposal-Proposals must be realistic and must represent the best estimate of time, materials and other costs including the impact of inflation and any economic or other factors that are reasonably predictable.

Please verify that costs are not required with the submission and that the evaluation is based on solely on qualifications?

DNREC response – That section gives us the ability later, as task orders and budgets for specific tasks are developed, to review and scrutinize budget estimates, and ultimately deny cost overrun requests. There are no cost estimates of any kind being requested with this proposal submission. Only qualifications will be used (the RFP Evaluation Process – Section C) in ranking proposals, determining which firms to interview, and ultimately which firms who will be offered long term contracts.

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5. Section B-RFP Submissions

Subparagraph 2

Page 11

It should be explicitly noted that the State of Delaware is not obligated to award the contract to the vendor who submits the lowest bid or the vendor who receives the highest total point score, rather the contract will be awarded to the vendor whose proposal is the most advantageous to the State of Delaware.

Please verify that costs are not required with the submission?

DNREC Response - There are no cost estimates of any kind being requested with this proposal submission. Only qualifications will be used (the RFP Evaluation Process – Section C) in ranking proposals, determining which firms to interview, and ultimately which firms who will be offered long term contracts.

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6. Section A Minimum Requirements

Item 6

Page 3

6. References

Should Attachment 5 Business References form be used for response to Item 6. References.

DNREC Response – That form is intended to provide a convenient way to assure that we get consistent information from all respondents. Its' use is not mandatory, but please provide all of the reference information contained in the form.

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7. Section A Minimum Requirements

Item 7

Page 3

7. Accepted proposals will be limited to no more than thirty (30) pages, not including required attachments as found below.

Will the cover, transmittal letter, table of contents, or tabs be counted in the 30 pages?

DNREC Response – No. A cover letter, table of contents and tabs, do not count towards the 30-page limit. These items, required licenses, required insurance coverage certificates and any other required minimum certifications not count towards the 30 page limit and will not be used in scoring.

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8.

Attachment 5

Paragraph 1

Page 30

Please do not list any State Employee as a business reference. If you have held a State contract within the last 5 years, please provide a separate list of the contact(s).

It is understood that we cannot list a State Employee as a reference but please verify that we can use previous State contracts as part of the past performance of similar projects.

DNREC Response – it is fine to use previous State contracts as a way of demonstrating relevant experience. Please note the scoring criteria in Section C. 2.

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9. Attachment 9

Paragraph 1

Page 32

Employing Delawareans Report

Is there a requirement for the firm submitting a proposal to have an office located in Delaware?

DNREC Response – There is no requirement that firms submitting a proposal have an office in Delaware, nor is having a Delaware office including in the proposal scoring criteria. This EMPLOYING DELAWAREANS REPORT can help in the documentation of the jobs impact of subsequent projects issued through task orders.

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10. DNREC recently advertised an RFP to develop FEMA flood mapping for the state. The RFP also includes some scope for dam and levee engineering services similar to an existing DeIDOT contract. I was curious if you knew anything about the RFP and how the state intends to use this contract for dams work.

DNREC Response: There is no intended overlap or impact with existing DELDOT contracts.

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11. Are covers, tabs, transmittal letter, Delaware licenses/certificates, and insurance certificates included in the 30-page limit?

a. Section: III.A.

b. Paragraph: 7

c. Page: 3

d. Text: Accepted proposals will be limited to no more than thirty (30) pages) not including required attachments found below.

DNREC Response: Transmittal letters are not included in the 30 page limit and will not be used in scoring. Delaware licenses, certificates, insurance coverage certificates and other documents which demonstrate the minimum qualifications to be eligible to submit do not count towards the 30 page limit and will not be used in scoring.

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12. Would the State please explain in more detail what “field survey work” consists of? Does all of this effort refer to traditional land surveying for which a professional land surveyor’s license is required, or does this include field reconnaissance? Approximately what percentage of the scope of work will “field survey work” be?

- a. Section: II
- b. Paragraph: 1
- c. Page: 2
- d. Text: Field Survey Work

DNREC Response: Field survey work should be interpreted broadly. We have done mobile LiDAR surveys of entire communities in the past, cross sections, bridge detail, etc. It represents a small percentage of the overall work we envision, but some amount of surveying is almost certain to be needed in the task orders we issue under this RFP.

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13. Does the Field Survey Work require a professional land surveyors license?

- a. Section: III.A
- b. Paragraph: 1
- c. Page: 2
- d. Text: Provide Delaware license(s) and/or certificate(s) necessary to perform services identified in the scope of work.

DNREC Response: Yes, much of the field survey work, (but probably not all - for example a limited detail bridge survey might not) will have to be certified in accordance with Delaware’s requirements which require the engineer or surveyor to be licensed in Delaware.

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14. Section: IV.D. (Contracts Terms and Conditions)

Paragraph: 7.f.3

Text of Passage Being Questioned:

During the term of this contract, the vendor shall, at its own expense, also carry insurance minimum limits as follows:

- a. Comprehensive General Liability      \$1,000,000 per occurrence / \$3,000,000 aggregate
- b. Professional Liability      \$1,000,000 per occurrence / \$3,000,000 aggregate
- c. Misc. Errors and Omissions      \$1,000,000 per occurrence / \$3,000,000 aggregate

Question 1: Professional Liability and E&O insurance on an occurrence-basis is not commercially available. Please confirm that DNREC is willing to accept such insurance on a claims-made basis.

DNREC response: Claims-made basis is acceptable.

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15. Section: IV.D. (Contracts Terms and Conditions)

Paragraph: 7.i

Text of Passage Being Questioned: The Vendor will provide a warranty that the deliverables provided pursuant to the contract will function as designed for a period of no less than one (1) year from the date of system acceptance. The warranty shall require the Vendor correct, at its own expense, the setup, configuration, customizations or modifications so that it functions according to the State's requirements.

Question No. 2: It is unclear what DNREC is asking the bidder to warrant, as the deliverables will not be a "system" that will "function." Please advise as to DNREC's intent.

DNREC Response – We agree that this language may not apply to all types of deliverables which are the subject of this RFP, and therefore could limit the bearing on this proposal. However, the vendor is expected to deliver services consistent with or exceeding reasonable professional standards in the vendor's relevant field of professional practice. The vendor can take exception in Attachment 3 of the RFP to identify warranty provisions offered

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16. Section: IV.D. (Contracts Terms and Conditions)

Paragraph: 7.k

Text of Passage Being Questioned: The State of Delaware may include in the final contract penalty provisions for non-performance, such as liquidated damages.

Question No. 3: Please advise as to whether (and in what amount) the State of Delaware intends to assess liquidated damages.

DNREC response – Please identify specific concerns in Attachment 3 of the RFP as an exception to the terms for clarification. Exceptions identified in the vendor's response will be directly addressed after receipt of the bid response.

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17. Section: Attachment 2 (Non-Collusion Statement)

Paragraph: Second Full Paragraph

Page: 27

Text of Passage Being Questioned: It is agreed by the undersigned Vendor that the signed delivery of this bid represents the Vendor's acceptance of the terms and conditions of this solicitation including all specifications and special provisions.

Question No. 4: It appears that the required text of the Non- Collusion Statement (Attachment 2) conflicts with the ability of a Vendor to take exception to the terms and conditions of the RFP (Attachment 3). Please confirm that this statement is in error and may be stricken, as the Vendor would not be able to sign Attachment 2 if the Vendor were taking exception to any of the terms and conditions of the RFP.

DNREC response – The State acknowledges that the second full paragraph as written and without further explanation may create confusion about the applicability of Vendors' exceptions included at Attachment 3. The State does not intend to prevent vendors from taking reasonable exceptions as otherwise permitted by the RFP. A Vendor's Non-Collusion Statement shall not be interpreted as indicating any withdrawal of any such appropriately identified exceptions. Based on these clarifications and responses, any vendor that fails to provide a fully executed Attachment 2 shall not be considered for selection, award, or contract.

18. Section: Document 1 (Professional Services Agreement (Sample))

Paragraph: 21

Page: 45

Text of Passage Being Questioned:

VENDOR NAME shall maintain the following insurance during the term of this Agreement:

a. Worker's Compensation and Employer's Liability Insurance in accordance with applicable law, and

- b. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence, and
- c. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence; or
- d. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence, or
- e. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.

Question No. 5: Please confirm that the CGL requirement is \$1,000,000.00 per “occurrence”/\$3,000,000 “aggregate.” Also, please note that Professional Liability and E&O insurance is not available on an occurrence basis. Please confirm that DNREC is willing to accept such insurance on a claims-made basis.

DNREC response: Claims-made basis is acceptable.